

# WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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**STATE OF WISCONSIN**

**BEFORE THE REAL ESTATE BOARD**

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**IN THE MATTER OF THE DISCIPLINARY**

**PROCEEDINGS AGAINST :**

**AUDREY T. BRISSETTE**

**RESPONDENT**

**FINAL DECISION AND ORDER**

**LS0009281REB**

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The parties to this action for the purpose of Wis. Stats. sec. 227.53 are:

Audrey T. Brissette

E12617 Kilpatrick Point

Merrimac, WI 53561

Wisconsin Real Estate Board

P.O. Box 8935

Madison, WI 53708-8935

Department of Regulation and Licensing

Division of Enforcement

P.O. Box 8935

Madison, WI 53708-8935

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final disposition of this matter, subject to the approval of the Board . The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Board in this matter adopts the attached Stipulation and makes the following:

**FINDINGS OF FACT**

1. Audrey T. Brissette ("Brissette"), date of birth 05/06/56, is licensed in the State of Wisconsin as a real estate broker having license # 90-47201. This license was first granted to her on 12/06/93. Brissette's most recent address on file with the Department of Regulation and Licensing is, E12617 Kilpatrick Point, Merrimac, WI 53561.
2. At all times relevant to the facts set forth below Brissette was a real estate broker/employee of Pacjets Financial LTD, d.b.a. Nordic Realty, P O Box 342, Baraboo, WI 53913.
3. On or about March 13, 1999, Paul and Phyllis Endres entered into a Residential Listing Contract-Exclusive Agency agreement with Jennifer Gjertson, a licensee for Heart Realty, 541 Water St., Prairie du Sac, WI 53578, for the sale of their property located at 110 S. Depot St., North Freedom, WI. Line 7 of the agreement depicts the list price at \$110,000.00 but lines 65-67 depict other prices depending upon any additional property being sold with the house. Terms of the contract on lines 55 and 56 indicate that the contract was to expire on June 13, 1999, but a number of amendments were agreed to which extended the listing to September 1, 1999. On or about February 21, 1999, the Endres had prepared a Real Estate Condition Report for this property which was provided to Ms. Gjertson at the time of the listing. This report was corrected/updated by the Endres on March 13, 1999. A copy of the Residential Listing Contract-Exclusive Agency agreement with amendments is attached

as **Exhibit 1** and is incorporated herein by reference. A copy of the Real Estate Condition Report is attached as **Exhibit 2** and is incorporated herein by reference.

4. On or about August 9, 1999, Brissette prepared a Disclosure Of Real Estate Agency document informing prospective buyers Mari Larson and Michael Putnam that Nordic Realty and Audrey Brissette were working as "Buyer's/Tenant's Agent". Mari Larson and Michael Putnam acknowledged receipt of this disclosure by initialing the form on August 9, 1999. No Buyer Agency agreement form (WB 36) was signed by the parties at that time or at any subsequent time authorizing buyer brokerage services. Therefore, no Buyer Agency was properly created. A copy of the Disclosure Of Real Estate Agency form is attached as **Exhibit 3** and is incorporated herein by reference.

5. On or about August 13, 1999, Brissette drafted a Residential Offer to Purchase on behalf of Mari Larson and Michael Putnam for the 110 S. Depot St., North Freedom, property. At line 1 of the document Brissette states that she is the agent for the Buyer. The offered price was \$105,000.00 with closing to occur no later than September 15, 1999. Earnest money of \$500.00 was to be paid within 5 days of acceptance. Lines 256-260 read; Inspection Contingency: "This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property/or "House and Outbuildings" which discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer, within "14" days of acceptance, delivers to Seller a copy of the inspector's written inspection report and a written notice listing the defects identified in the inspection report to which Buyer objects". Lines 270-271 state "Buyer reserves right to choose contractors to repair defects if any found on inspection at sellers expense". A copy of the August 13, 1999, Residential Offer to Purchase is attached as **Exhibit 4** and is incorporated herein by reference.

6. On or about August 13, 1999, Mr. and Mrs. Endres countered Mari Larson and Michael Putnam's offer (Exhibit 4) with a purchase price of \$125,000.00 to include the home, the barn and approximately 20 acres OR \$120,000.00 to include the home, barn and no additional acreage. On or about August 14, 1999, Mari Larson and Michael Putnam countered the counter with a purchase price of \$110,000.00 to include home, barns and approximately 20 acres OR purchase price to be \$105,000.00 to include house and approximately 20 acres not including barn & sheds. A copy of Mr. and Mrs. Endres' Counter-Offer #1 is attached as **Exhibit 5** and is incorporated herein by reference. A copy of Mari Larson and Michael Putnam's Counter-Offer #2 to the Endres' counter is attached as **Exhibit 6** and is incorporated herein by reference.

7. On or about August 17, 1999, Mr. and Mrs. Endres countered Mari Larson and Michael Putnam's counter #2 (Exhibit 6) with a purchase price of \$125,000.00 to include the home, the barn and approximately 20 acres OR \$120,000.00 to include the home, barn and no additional acres. On or about August 17, 1999, Mari Larson and Michael Putnam countered the #3 counter with a purchase price of \$122,000.00 to include home, barns and approximately 20 acres. On or about August 17, 1999, Mr. and Mrs. Endres countered Mari Larson and Michael Putnam's counter #4 with a purchase price of \$123,000.00 to include the home, the barn, outbuildings and approximately 20 acres. This counter offer was accepted by Mari Larson and Michael Putnam on August 18, 1999. A copy of Mr. and Mrs. Endres' Counter-Offer #3 is attached as **Exhibit 7** and is incorporated herein by reference. A copy of Mari Larson and Michael Putnam's Counter-Offer #4 is attached as **Exhibit 8** and is incorporated herein by reference. A copy of Mr. and Mrs. Endres' Counter-Offer #5 with acceptance of counter-offer is attached as **Exhibit 9** and is incorporated herein by reference.

8. On or about August 27, 1999, after realizing that they were not going to meet the 14 day limitation to provide a written notice listing the defects as prescribed by lines 256-260 of the Offer to Purchase (Exhibit 4), Mari Larson and Michael Putnam submitted an Amendment/Notice Relating to Offer to Purchase so as to adjust the time frame from 14 to 20 days. The proposed Amendment also changed the closing date from September 15, 1999, to September 30, 1999, and extended the finance contingency from 10 days to 20 days. The Endres did not sign or otherwise agree to this amendment. A copy of Amendment/Notice Relating to Offer to Purchase is attached as **Exhibit 10** and is incorporated herein by reference.

9. Based on the inspection reports eventually obtained, Mari Larson and Michael Putnam submitted a list of repairs to Mr. and Mrs. Endres on or about September 7, 1999. A copy of the list of repairs is attached as **Exhibit 11** and is incorporated herein by reference.

10. On or about Septmeber 10, 1999, the Endres submitted a written response to the Amendment/Notice Relating to Offer to Purchase (Exhibit 10) and the repair list (Exhibit 11). The Endres agreed by that letter to make the repairs per the list of repairs but refused to extend the date for closing. A copy of the September 10, 1999, letter from the Endres to Michael and Mari is attached as **Exhibit 12** and is incorporated herein by reference.

11. The transaction failed to close for a number of reasons and on or about September 15, 1999, a Cancellation Agreement and Mutual Release was entered into by the Endres and Mari Larson, whereby the \$500.00 earnest money was returned to Larson and Putnam and the contract was formally canceled. A copy of the Cancellation Agreement and Mutual Release is attached as **Exhibit 13** and is incorporated herein by reference.

## CONCLUSIONS OF LAW

1. The Wisconsin Real Estate Board has jurisdiction to act in this matter pursuant to sec. 452.14, Wis. Stats.
2. The Wisconsin Real Estate Board is authorized to enter into the attached Stipulation pursuant to sec. 227.44(5), Wis. Stats.
3. Respondent **Audrey T. Brissette** has violated:
  - a. Wis. Adm. Code secs. RL 16.04(1), RL 24.025(2) and RL 24.08 and Wis. Stats. secs. 452.135(1), 452.14(3)(i), and 452.14(3)(m) by providing buyer brokerage services to Mari Larson and Michael Putnam without having a written WB-36 Buyer Agency agreement authorizing those services.

## ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that the attached Stipulation is hereby accepted.

IT IS FURTHER ORDERED, that Respondent **Audrey T. Brissette**, license #90-47201, be, and hereby is, **REPRIMANDED**.

IT IS FURTHER ORDERED, that Respondent **Audrey T. Brissette**, within six months of the date of this Order, successfully complete the following course modules from the 36 hour pre-licensing real estate broker's course at an educational institution approved by the Department of Regulation and Licensing:

- a. The Approved Forms module-section RL 25.02(2)(b), of the Wisconsin Administrative Code.
- b. The Business Ethics module-section RL 25.02(2)(g), of the Wisconsin Administration Code.

and submit proof of the same in the form of verification from the institution providing the education to the Real Estate Board, P.O. Box 8935, Madison, WI 53708-8935. None of the education completed pursuant to this requirement may be used to satisfy any continuing education requirements that are or may be instituted by the Board or the Department of Regulation and Licensing.

IT IS FURTHER ORDERED, that in the event Respondent **Audrey T. Brissette** fails to successfully complete the educational requirements within the time and in the manner as set forth above, then and in that event, and without further notice to the Respondent **Audrey T. Brissette**, her real estate license shall be suspended without further hearing and without further Order of the Board, and said suspension shall continue until further Order of the Board.

IT IS FURTHER ORDERED, that Respondent **Audrey T. Brissette**, pay partial costs of this matter in the amount of \$200.00, within 30 days of the date of this Order by making payment of the same to the Department of Regulation and Licensing, P.O. Box 8935, Madison, WI 53708-8935.

IT IS FURTHER ORDERED, that in the event Respondent **Audrey T. Brissette** fails to pay the \$200.00 partial costs within the time and manner as set forth above, then and in that event, and without further notice to the Respondent **Audrey T. Brissette**, her real estate broker's license shall be suspended without further hearing and without further Order of the Board, and said suspension shall continue until the full amount of said partial costs have been paid to the Department of Regulation and Licensing and her failure to pay the costs shall be considered a violation of this Order by the Board.

IT IS FURTHER ORDERED, that file 99 REB 259 be, and hereby is, closed.

Dated this 28<sup>th</sup> day of September, 2000.

**WISCONSIN REAL ESTATE BOARD**

James Imhoff, Jr.

A member of the Board